

Contract ID#: CQFC15000001



Department: FC

**E 129-15****Contract Details**

SERVICE

NIFS ID #: CLFC15000001 NIFS Entry Date: 5/27/2015 Term: from 1/1/2015 to 12/31/2015

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

**Agency Information**

Vendor		County Department
Name: Vocational Education and Extension Board (VEEB)	Vendor ID# 116002404-01	Department Contact Scott Tusa Chief Fire Marshal
Address 30 E Cherry Street Hicksville, NY 11801	Contact Person Philip Malloy	Address 1194 Prospect Ave Westbury, NY 11590
	Phone 2-1702	Phone 3-9991

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered		Michael E. O'Hara	
	OMB	NIFS Approval (Contractor Registered)	4/1/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/19/15	County Attorney	CA RE & Insurance Verification	4/19/15	[Signature]	
6/20/15	County Attorney	CA Approval as to form	6/20/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	7/1/15	Concetta A. Petrucci	
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
7/1/15	County Executive	Notarization Filed with Clerk of the Leg.	7/1/15	[Signature]	



## Contract Summary

<b>Description:</b> Vocational education and training services for Nassau County.
<b>Purpose:</b> To provide training to volunteer firefighters, primary education students, senior citizens, and other residents and employees of Nassau County.
<b>Method of Procurement:</b> This service is proprietary in nature. There is only one organization capable of providing this service.
<b>Procurement History:</b> VEEB has been providing training services for the County since 1962. Beginning in 1993, payment for these services has been done through personal services contracts.
<b>Description of General Provisions:</b> VEEB shall provide fire safety training to primary education students and senior citizens as part of a public education program, provide training in fire suppression and control and other related duties and functions to entities including but not limited to the Nassau County-fire departments, the Nassau County Fire Marshal's office and the volunteer ambulance corps.
<b>Impact on Funding / Price Analysis:</b>  Funding is being increased by \$300,000.00 bringing the total to \$4,720,188.00
<b>Change in Contract from Prior Procurement:</b> Increase in funding.
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	
Resp:	
Object:	DE500
Transaction:	

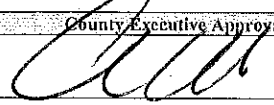
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal Pass Thru NYS	\$300,000.00
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$300,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	EMGRTDUX4FED DE500	\$ 300,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$300,000.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Thomas Delaney

Date: 7/8/2014

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 7/11/15

Contract ID#: CQFC15000001



Department: FC

Date	Date	<b>E #:</b> <i>(For Office Use Only)</i>
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RULES RESOLUTION NO.    – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF FIRE COMMISSION AND  
NASSAU COUNTY VOCATIONAL EDUCATION AND EXTENSION  
BOARD

WHEREAS, the County has negotiated an amendment to a personal services agreement with Nassau County Vocational Education and Extension Board which provides vocational education and training in fire safety, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Nassau County Vocational Education and Extension Board

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## AMENDMENT NO. 1

AMENDMENT (together with any schedules, appendices, attachments, or exhibits if any attached hereto, this "Amendment") dated as of January 1, 2015 that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Fire Commission, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department"), and (ii) **Nassau County Vocational Education and Extension Board**, a not-for-profit corporation, having its principal office at **30 East Cherry Street, Hicksville, New York 11801** (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number **CQFC15000001** between the County and Contractor, executed on January 26, 2015 (the "Original Agreement"), the Contractor provides vocational education and training in fire safety, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2015 through December 31, 2015 (the "Original Term"); and

WHEREAS, the amount to be paid to the Contractor as full compensation for the Services under the Original Agreement, was **Four Million, Four Hundred Twenty Thousand One Hundred Eighty-Eight Dollars (\$4,420,188.00)** (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

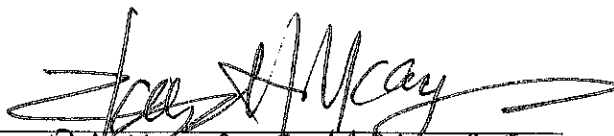
1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by **Three Hundred Thousand Dollars (\$300,000.00)**, so that the Amended Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be **Four Million, Seven Hundred Twenty Thousand, One Hundred Eighty-Eight Dollars (\$4,720,188.00)** (the "Amended Maximum Amount").

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

NASSAU COUNTY VOCATIONAL EDUCATION  
AND EXTENSION BOARD

By:   
Name: RAYMOND F. MAGUIRE  
Title: CLERK  
Date: 05/28/15

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

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PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 28<sup>th</sup> day of May in the year 2015 before me personally came Raymond F. Mapuire to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the clerk of Nassau County REC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

*Judith N. Rosen*

JUDITH N. ROSEN  
Notary Public, State Of New York  
No. 01RO6070692  
Qualified In Nassau County  
Commission Expires March 4, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a \_\_\_\_\_ County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Edward P. Mangano  
County Executive

Scott D. Tusa  
Chief Fire Marshal



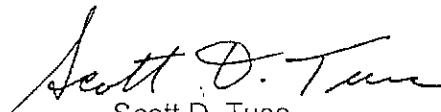
Nassau County Fire Commission  
Office of Fire Marshal  
1194 Prospect Avenue  
Westbury, New York 11590-2723  
(516) 573-9900

## ***INTER-DEPARTMENTAL MEMO***

TO: NASSAU LOCAL 830, CSEA  
FROM: SCOTT D. TUSA, CHIEF FIRE MARSHAL  
DATE: DECEMBER 17, 2014  
SUBJECT: SECTION 32 PROCEDURE

Please be advised that this office intends to contract with Vocational Educational and Extension Board, 30 East Cherry Street, Hicksville, New York 11801 in the amount of \$4,420,188.00. The term of the Contract is from January 1, 2015 to December 31, 2015.

The purpose of this contract is to provide training services for the 71 volunteer fire departments of Nassau County. In view of the above circumstance, please advise pertaining to Section 32.

  
Scott D. Tusa  
Chief Fire Marshal



Edward P. Mangano  
County Executive

Scott D. Tusa  
Chief Fire Marshal



Nassau County Fire Commission  
Office of Fire Marshal  
1194 Prospect Avenue  
Westbury, New York 11590-2723  
(516) 573-9900

## ***INTER-DEPARTMENTAL MEMO***

To: CONTRACT OFFICE  
FROM: SCOTT D. TUSA, CHIEF FIRE MARSHAL  
DATE: DECEMBER 17, 2014

SUBJECT: EXECUTIVE ORDER #1 -1993, VOCATIONAL, EDUCATIONAL AND EXTENSION BOARD

Pursuant to Executive Order No. 1 of 1993:

The Vocational, Education and Extension Board is a not for profit organization that provides training services for the residents of Nassau County and the 71 volunteer fire departments of the County.

This training for the fire service is done at the Fire Service Academy in Bethpage. The service they provide is unique and there is no other agency that provides this training.

A handwritten signature in black ink, reading "Scott D. Tusa".

Scott D. Tusa  
Chief Fire Marshal

## VOCATIONAL EDUCATION AND EXTENSION BOARD

County of Nassau  
899-A Jerusalem Avenue  
Uniondale, New York 11553-3040  
516-572-1700

### Board of Directors

Philip F. Malloy, Jr., President  
Christopher P. Shelton, Vice President  
Raymond F. Maguire, Clerk  
Joseph A. Bentivegna, Deputy Clerk  
Angelo M. Catalano  
Ralph Esposito  
Bernard P. Jaffe  
Eugene J. Murray  
Keith Scalia

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OBLIGATION BUDGET  
CONTROL CENTER SUMMARY

FUND	DEPARTMENT	CONTROL CENTER	NUMIS CODE	FISCAL YEAR
	VOCATIONAL EDUCATION & EXTENSION BOARD 30 E Cherry Street, Hicksville, NY 11801-4302			2015

OBI CLASS	OBLIGATIONS	ORIGINAL TOTAL	ADJUSTMENT 1-Jun	REVISED	RESPONSIBILITY CENTERS	(name & number)
AA	Personal Service					
	Salaries	2,220,188.00	300,000.00	2,520,188.00		
AB	Fringe Benefits	1,850,000.00		1,850,000.00		
	Subtotal	4,070,188.00		4,070,188.00		
	Other Than Personnel Service					
BB	Equipment					
CC	Materials & Supplies					
DD	General Expenses	200,000.00		200,000.00		
DE	Contractual Services	150,000.00		150,000.00		
DF	Utilities					
HH	Interfund Charges					
	Subtotal	350,000.00		350,000.00		
	All Other					
	<b>TOTAL OBLIGATIONS</b>	4,420,188.00	300,000.00	4,720,188.00		

Contract ID#: \_\_\_\_\_

Department: FC**E-11-15****Contract Details**

SERVICE \_\_\_\_\_

NIFS ID #: QFC1500001

NIFS Entry Date: \_\_\_\_\_

Term: from 1/1/2015 to 12/31/2015

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name: Vocational Educational and Extension Board (VEEB)	Vendor ID#: 116 002 404 -01
Address: 30 East Cherry Street Hicksville, NY 11801	Contact Person: Philip Malby Phone: 2-1702

County Department	
Department Contact: Scott D. Tusa Chief Fire Marshal	
Address: 1194 Prospect Ave. Westbury, NY 11590	
Phone: 516 573 9991	

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	12-17-14	Scott D. Tusa	
	OMB	NIFS Approval (Contractor Registered)	12/21/14	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/5/15	County Attorney	CA RE & Insurance Verification	1/5/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	CA Approval as to form	01/15/15	[Signature]	
	Legislative Affairs	Fw'd Original Contract to CA	1/15/15	[Signature]	
	County Attorney	NIFS Approval	01/15/15	[Signature]	
	Comptroller	NIFS Approval	1/26/15	[Signature]	1/26/15
	County Executive	Notarization Filed with Clerk of the Leg.	1/27/15	[Signature]	

Contract ID#: \_\_\_\_\_

Department: FC

## Contract Summary

Description:	training of firefighters for 2015
Purpose:	training of firefighters for the 71 volunteer fire departments in Nassau County.
Method of Procurement:	This service is proprietary in nature. There is only one organization capable of providing this service. Sole Source Provider
Procurement History:	Training of firefighters by VEEB has been done since 1962. In 1993 the means of financing this training has been done by means of a personal service contract.
Description of General Provisions:	VEEB shall provide fire safety training to primary education students and senior citizens as part of a public education program, also provide training in fire suppression and control and other related duties and functions to the Nassau County fire departments, the Nassau County Fire Marshal's office and the volunteer Ambulance Corps.
Impact on Funding / Price Analysis:	no change in funding from last year (2014) - \$4,420,188.00
Change in Contract from Prior Procurement:	none
Recommendation:	(approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	FC	Revenue Contract	<input type="checkbox"/>	XXXXXXX	1	ECFCF1100 DE500	\$4,420,188.00
Control:	10	County		\$4,420,188.00	2		\$
Resp:	1100	Federal		\$	3		\$
Object:	DE500	State		\$	4		\$
Transaction:		Capital		\$	5		\$
		Other		\$	6		\$
		TOTAL		\$4,420,188.00	TOTAL		\$4,420,188.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: SCOTT D. TUSA Date: 12-17-14

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <u>M</u>
Name <u>Michael A. Cohen</u>	Name <u>[Signature]</u>	Date <u>12/22/14</u>
Date <u>1/29/2015</u>	Date <u>1/26/15</u>	(For Office Use Only)
		E #:

E-11-15

RULES RESOLUTION NO. 13-2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY  
DEPARTMENT OF FIRE COMMISSION, AND THE NASSAU COUNTY  
VOCATIONAL EDUCATION AND EXTENSION BOARD

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-12-15  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with the Nassau County Vocational Education and Extension Board in  
relation to certain vocational education and training for residents of Nassau  
County, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with the Nassau County Vocational Education and Extension Board.

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RULES RESOLUTION NO.    – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY  
DEPARTMENT OF FIRE COMMISSION, AND THE NASSAU COUNTY  
VOCATIONAL EDUCATION AND EXTENSION BOARD

WHEREAS, the County has negotiated a personal services agreement  
with the Nassau County Vocational Education and Extension Board in  
relation to certain vocational education and training for residents of Nassau  
County, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with the Nassau County Vocational Education and Extension Board.

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Howard S. Weitzman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Vocational Education and Extension Board (VEEB)  
CONTRACTOR ADDRESS: 30 East Cherry Street, Hicksville NY 11801  
FEDERAL TAX ID #: 116002404

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.



III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

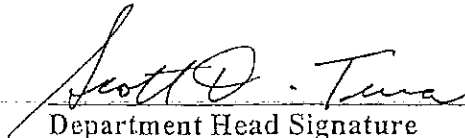
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

*In addition, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

12-17-14  
Date

*NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.*

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*

Edward P. Mangano  
County Executive

Scott D. Tusa  
Chief Fire Marshal



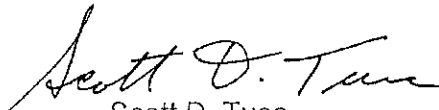
Nassau County Fire Commission  
Office of Fire Marshal  
1194 Prospect Avenue  
Westbury, New York 11590-2723  
(516) 573-9900

## ***INTER-DEPARTMENTAL MEMO***

**TO:** NASSAU LOCAL 830, CSEA  
**FROM:** SCOTT D. TUSA, CHIEF FIRE MARSHAL  
**DATE:** DECEMBER 17, 2014  
**SUBJECT:** SECTION 32 PROCEDURE

Please be advised that this office intends to contract with Vocational Educational and Extension Board, 30 East Cherry Street, Hicksville, New York 11801 in the amount of \$4,420,188.00. The term of the Contract is from January 1, 2015 to December 31, 2015.

The purpose of this contract is to provide training services for the 71 volunteer fire departments of Nassau County. In view of the above circumstance, please advise pertaining to Section 32.

  
Scott D. Tusa  
Chief Fire Marshal

Edward P. Mangano  
County Executive

Scott D. Tusa  
Chief Fire Marshal



Nassau County Fire Commission  
Office of Fire Marshal  
1194 Prospect Avenue  
Westbury, New York 11590-2723  
(516) 573-9900

## ***INTER-DEPARTMENTAL MEMO***

To: CONTRACT OFFICE

FROM: SCOTT D. TUSA, CHIEF FIRE MARSHAL

DATE: DECEMBER 17, 2014

SUBJECT: EXECUTIVE ORDER #1 -1993, VOCATIONAL, EDUCATIONAL AND EXTENSION BOARD

Pursuant to Executive Order No. 1 of 1993:

The Vocational, Education and Extension Board is a not for profit organization that provides training services for the residents of Nassau County and the 71 volunteer fire departments of the County.

This training for the fire service is done at the Fire Service Academy in Bethpage. The service they provide is unique and there is no other agency that provides this training.

A handwritten signature in black ink, reading "Scott D. Tusa".

Scott D. Tusa  
Chief Fire Marshal

## VOCATIONAL EDUCATION AND EXTENSION BOARD

County of Nassau  
30 E Cherry Street  
Hicksville, NY 11801-4302  
516-572-1700

### Board of Directors

Philip F. Malloy, Jr., President  
Christopher P. Shelton, Vice President  
Raymond F. Maguire, Clerk  
Joseph A. Bentivegna, Deputy Clerk  
Angelo M. Catalano  
Ralph Esposito  
Bernard P. Jaffe  
Eugene J. Murray  
Keith Scalia

This Agreement, dated as of \_\_\_\_\_, 2014 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement") is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York, 11501 (the "County"), acting on behalf of the County Department of Fire Commission, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Nassau County Vocational Education and Extension Board, a not for profit corporation having its principal office at 30 East Cherry Street, Hicksville, New York 11801 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, in order to meet the needs of the Contractor, the County has always and will continue to provide an advance payment; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2015, and terminate on December 31, 2015, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. The Services to be provided by the Contractor under this Agreement shall consist of certain vocational education and training for residents of Nassau County, to include but not be limited to the training of primary education students and senior citizens as part of a public education program in fire safety, members of Nassau County Fire Departments, in fire suppression and control and other related duties and functions as part of emergency response, Volunteer Ambulance Corps and Employees of the Office of the Fire Marshal.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement, shall be **FOUR MILLION, FOUR HUNDRED TWENTY THOUSAND, ONE HUNDRED EIGHTY EIGHT DOLLARS (\$4,420,188.00)** payable as follows: payments shall be for actual services provided and shall be made pursuant to invoices submitted by the Contractor for invoices submitted during the term of the Agreement commencing January 1, 2015. Payments shall be on a reimbursement basis monthly in arrears. However, an advance payment of **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** shall be made by the County to VEEB no later than January 10, 2015, in order for VEEB to meet its cash obligations in a timely, legal and efficient manner.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to

the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Reconciliation; Rollover; Reimbursement Upon Termination. On or before the last day of the third (3<sup>rd</sup>) month following the termination or expiration of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different Agreement. Payment to the Contractor following termination or expiration of



this Agreement shall not exceed authorized expenditures made prior to termination or expiration.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligations, (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws,

ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended:

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of

Information Law” or “FOIL”). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action, as it deems appropriate.

7. Minimum Service Standard. Regardless of whether required by Law: (a) The Contractor shall, and shall cause the Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications (“Approvals”) necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the “Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees, and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the

same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings, which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of an action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000.) per occurrence and two million dollars (\$2,000,000.) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the

Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Sub Contractor. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provision required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Charge; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to

maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's rights to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance

under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitation on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's actions or special proceeding against the County.

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(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the

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Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to the Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola,, New York 11501 and (iv) if to the Contractor to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provisions shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, ~~the validity, legality and enforceability of the remaining~~ provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms

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and conditions set forth above the signature page shall control. To the extent possible, all terms of this Agreement shall be read together as not conflicting.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supercedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

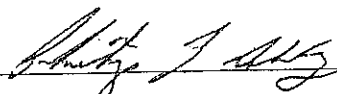
20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

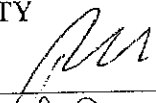
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County for the state and/or federal government.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

VOCATIONAL EDUCATION AND  
EXTENSION BOARD

By:   
Name: Philip F. Malloy, Jr.  
Title: President, Nassau County VEEB  
Date: December 8, 2014

NASSAU COUNTY

By:   
Name: Richard R. Walker  
Title: Deputy County Executive  
Date: 12/22/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8<sup>th</sup> day of December in the year 2014 before me personally came Philip F. Malloy, Jr. to me personally known who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the President of VOCATIONAL EDUCATION AND EXTENSION BOARD, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

JUDITH N. ROSEN  
Notary Public, State Of New York  
No. 01RO6070692  
Qualified In Nassau County  
Commission Expires March 4, 20 18

Judith N. Rosen  
NOTARY PUBLIC

STATE OF NEW YORK )

)ss.:

COUNTY OF NASSAU)

On the 22 day of December in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE3258026  
Qualified In Nassau County  
Commission Expires April 02, 20 16

Concetta A. Petrucci  
NOTARY PUBLIC

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBES") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBES and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so

that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such

modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or



rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Philip F. Malloy, Jr. (Name)  
30 East Cherry Street, Hicksville, NY (Address)  
516-572-1702 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

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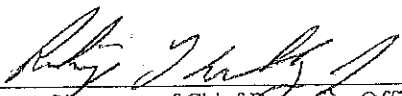
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

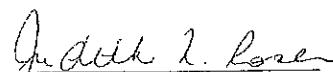
December 8, 2014  
Dated

  
Signature of Chief Executive Officer

Philip F. Malloy, Jr.  
Name of Chief Executive Officer

Sworn to before me this

8<sup>th</sup> day of December, 2014.

  
Notary Public

JUDITH N. ROSEN  
Notary Public, State Of New York  
Not. 1RO6070692  
Qualified in Nassau County  
Commission Expires March 4, 20 18

## VOCATIONAL EDUCATION AND EXTENSION BOARD

County of Nassau  
30 E Cherry Street  
Hicksville, NY 11801-4302  
516-572-1700

### Board of Directors

Philip F. Malloy, Jr., President  
Christopher P. Shelton, Vice President  
Raymond F. Maguire, Clerk  
Joseph A. Bentivegna, Deputy Clerk  
Angelo M. Catalano  
Ralph Esposito  
Bernard P. Jaffe  
Eugene J. Murray  
Keith Scalia

OBLIGATION BUDGET  
CONTROL CENTER SUMMARY

FUND	DEPARTMENT	CONTROL CENTER	NUMIS CODE	FISCAL YEAR
	VOCATIONAL EDUCATION & EXTENSION BOARD 30 E Cherry Street, Hicksville, NY 11801-4302			2015

OBJ CLASS	OBLIGATIONS	ORIGINAL	ADJUSTMENT	REVISED	RESPONSIBILITY CENTERS (name & number)			
	TOTAL							
AA	Personal Service							
	Salaries	2,220,188.00						
AB	Fringe Benefits	1,850,000.00						
	Subtotal	4,070,188.00						
BB	Other Than Personnel Service							
	Equipment							
CC	Materials & Supplies							
DD	General Expenses	200,000.00						
DE	Contractual Services	150,000.00						
DF	Utilities							
HH	Interfund Charges							
	Subtotal	350,000.00						
	All Other							
	TOTAL OBLIGATIONS	4,420,188.00						

OBLIGATION BUDGET  
CONTROL CENTER SUMMARY

FUND	DEPARTMENT	CONTROL CENTER	NUMIS CODE	FISCAL YEAR
	VOCATIONAL EDUCATION & EXTENSION BOARD			2015
	30 E Cherry Street, Hicksville, NY 11801-4302			

OBJ CLASS	OBLIGATIONS	ORIGINAL TOTAL	ADJUSTMENT	REVISED	RESPONSIBILITY CENTERS				(name & number)
AA	Personal Service								
	Salaries	2,220,188.00							
AB	Fringe Benefits	1,850,000.00							
	Subtotal	4,070,188.00							
	Other Than Personnel Service								
BB	Equipment								
CC	Materials & Supplies								
DD	General Expenses	200,000.00							
DE	Contractual Services	150,000.00							
DF	Utilities								
HH	Interfund Charges								
	Subtotal	350,000.00							
	All Other								
	TOTAL OBLIGATIONS	4,420,188.00	-						

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Nassau County Vocational Education & Extension Board  
Address: 30 E Cherry Street  
City, State and Zip Code: Hicksville, NY 11804-4302
2. Entity's Vendor Identification Number: 11-6002404
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ not-for-profit 501C3 public organization Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):  
Board President: Philip F Malloy, 10 Commonwealth Street, Franklin Square 11010  
Board VP: Chris Shelton, 310 Perkins Avenue, Oceanside 11572  
Board Clerk: Raymond F Maguire, 228 South Bayview Avenue, Freeport 11520  
Board Deputy Clerk: Joseph A Bentivegna, 92 Hamlet Road, Levittown 11756  
Board Member: Angelo Catalano, 573 Kingston Avenue, East Meadow 11554  
Board Member: Ralph Esposito, 11 Eweler Avenue, Floral Park 11001  
Board Member: Bernard Jaffe, 280 Guy Lombardo Avenue 5R, Freeport 11520  
Board Member: Eugene Murray, 45 Southard Avenue, Rockville Centre 11570  
Board Member: Keith Scalia, 230 Hamilton Avenue, Massapequa 11758
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A



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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

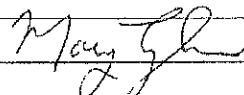
N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: June 24, 2015

Signed:



Print Name: Mary Tyler, CPA

Title: Treasurer

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

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EXECUTIVE ORDER NO. 1A - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; and

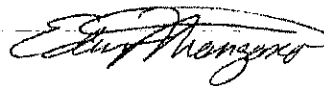
WHEREAS, Nassau County Executive Edward P. Mangano, by Executive Order No. 1 - 2015, promulgated on May 15, 2015, ordered the Office of the Nassau County Attorney to ensure that every Request for Proposals, Request for Qualifications, Request for Expressions of Interest and every request for bid include therein the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (hereinafter "Disclosure Form"), and additional processes and directions to each department operating under the Office of the County Executive regarding said Disclosure Form; and

WHEREAS, in furtherance of ensuring that the governmental objectives of Executive Order No. 1 - 2015 are most efficiently and effectively met while maintaining administrative practicality; NOW, THEREFORE BE IT

ORDERED, that paragraph 6 of the Disclosure Form previously attached to and made part of Executive Order No. 1 - 2015 is hereby amended and the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached hereto and made a part hereof is substituted thereby; and it is further

ORDERED, that all other provisions of Executive Order No. 1 - 2015 remain in full force and effect.

Dated: May 29, 2015



EDWARD P. MANGANO  
NASSAU COUNTY EXECUTIVE